

AMENDMENT NO. 4 ("this Fourth Amendment") made this 12th day of May, 1992, by the CITY OF MIAMI (hereinafter referred to as the "CITY" or "LESSOR"), a municipal corporation of the State of Florida, and the UNITED STATES OF AMERICA, acting by and through the General Services Administration, its agency, in accord with 40 U.S.C. §751 et seq., 40 U.S.C. §490(h), and Public Law No. 99-591 (100 Stat. 3341.352) (hereinafter referred to as "GOVERNMENT" or "LESSEE").

WHEREAS, the CITY and the GOVERNMENT have heretofore entered into the Lease Agreement dated October 22, 1987 (the "Original Lease"), setting forth the terms and conditions under which the CITY will construct on CITY-owned property and lease to the GOVERNMENT a building of approximately 250,000 square feet to house the offices of the United States Attorney and other United States law enforcement agencies for a period of 30 years, with renewal rights in favor of the GOVERNMENT; and

WHEREAS, the CITY and the GOVERNMENT have heretofore executed an Amendment No. 1 dated June 23, 1989, to the Original Lease (the "First Amendment") for the purpose of extending the building permit issuance date; and

WHEREAS, the CITY and the GOVERNMENT have heretofore executed an Amendment No. 2 dated November 25, 1991, to the Original Lease, as amended by the First Amendment (the "Second Amendment") for the purpose of clarifying when payments of annual rent to the CITY would commence and amending the Original Lease in certain other respects; and

WHEREAS, the CITY and the GOVERNMENT have heretofore executed an Amendment No. 3 dated March 4, 1992, to the Original Lease, as amended by the First Amendment and the Second Amendment (the "Third Amendment") for the purpose of providing that additional financing for the construction of the law enforcement building could be provided by the Federal Financing Bank ("FFB"), a body corporate and instrumentality of the United States of America, and that the GOVERNMENT would pay to a trustee, to be specified by the GOVERNMENT in a further lease amendment, "Supplemental Rent" in amount equal to the debt service requirements of any additional financing provided by FFB (the Original Lease, as heretofore amended by the First Amendment, the Second Amendment, and the Third Amendment, being hereinafter

referred to as the "Amended Lease"; and

WHEREAS, the CITY and the GOVERNMENT desire to amend further the terms of the Amended Lease in order to (i) specify the identity of the trustee to which the GOVERNMENT will make payments of Supplemental Rent, and (ii) establish the terms of the debt service requirements of the additional financing to be provided by FFB.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the GOVERNMENT hereby agree as follows:

1. The foregoing recital paragraphs are incorporated herein by reference.

2. The trustee to which the GOVERNMENT shall make payments of Supplemental Rent under the Amended Lease shall be Benito O. Rodriguez, a resident of the State of Utah, not in his individual capacity but solely as trustee under the Trust Agreement dated as of even date herewith by and among GSA, FFB, and such trustee (in such capacity, the "Trustee").

3. The promissory note that, under the terms of the Third Amendment, is to be made by the Trustee payable to FFB (the "FFB Note"), the form of which was attached to the Third Amendment as Attachment "A" thereto, has, simultaneously with the execution of this Fourth Amendment, now been executed by the Trustee and delivered to FFB, and a copy of the executed FFB Note is attached to this Fourth Amendment as Attachment "A" hereto. The executed FFB Note establishes the terms of the debt service obligations of any additional financing provided by FFB.

4. Except to the extent modified by this Fourth Amendment, the Amended Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective officials thereunto duly authorized this day and year first above written.

UNITED STATES OF AMERICA,
acting by and through the
General Services Administration

(b) (6)

WITNESSES:

(b) (6)

By:

Michael E. Roper
Contracting Officer

Date Executed:

5/13/92

(b) (6)

CITY OF MIAMI,
a municipal corporation of the
State of Florida

(b) (6)

ATTEST:

(b) (6)

By:

Cesar H. Odio
City Manager

Date Executed:

5/13/92

Matty Hirai
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

(b) (6)

A. Quinn Jones, III
City Attorney

ACKNOWLEDGMENTS

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE ME personally appeared Michael E. Roper, Contracting
Officer for the United States of America, and acknowledges the
foregoing for the purposes herein described this 13TH day of
May, 1992.

(b) (6)

Notary Public
State of Florida

MIRIAM MORELLI

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 26, 1994
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE ME personally appeared Cesar H. Odio, City Manager
for the City of Miami, Florida, and acknowledges the foregoing
for the purposes herein described this 13TH day of
May, 1992.

(b) (6)

Notary Public
State of Florida

MIRIAM MORELLI

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 26, 1994
BONDED THRU GENERAL INS. UND.